

EXHIBIT "A"

1. CONTRACT WORK

The Contractor shall furnish the necessary personnel, materials, supplies, facilities and services and shall do all other things including the employment of certain outside consultants, necessary to provide the following:

a. The principles and designs for maximum capability of the system described in the Contractor's Engineering Report 5394 ^{and systems} as referred to in Contractor's Engineering Report 5414 dated 13 April 1959.

b. Periodic progress reports of the work and services performed in accordance with the schedule set forth in Figure 4 of Engineering Report 5414.

c. A technical program and a cost proposal for continuing the design of the system selected by the Government will be submitted to the Contracting Officer not later than 5 June 1959. (Upon acceptance of the Contractor's proposal by the Government the design program will be incorporated into the definitive contract or an amendment to this letter contract.)

d. A technical program and a cost proposal for continuing the work to include production and tests of the system. The Contractor's cost proposal shall be submitted to the Contracting Officer no later than 30 June 1959. (Upon acceptance of the Contractor's proposal by the Government the production and test program will be incorporated into the definitive contract or an amendment to this letter contract.)

2. PERIOD OF PERFORMANCE

The period of performance of the contract work hereunder shall be completed on 30 June 1959; however, such period of performance may be extended by mutual agreement between the parties hereto.

3. CURRENT REIMBURSEMENTS

The Contractor shall be entitled to current reimbursements of 100% of costs incurred in the performance of work called for hereunder up to 90% of the amount authorized for expenditure or obligation in Paragraph 5 of this letter contract. Invoices shall be authenticated by an officer of the Fiscal Office of the Contractor. For the purpose of billing current costs incurred under this contract, the Contractor shall use those rates which are currently approved by the cognizant military department for billing purposes under CFF contracts.

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4. ANTICIPATORY COSTS

All costs which have been incurred by the Contractor on or after 14 April 1959, in anticipation of and prior to the signing of this contract and, which if incurred after the signing of this contract would have been considered as items of allowable costs hereunder, will be accepted by the Contracting Officer as costs under this contract.

5. SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

6. WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

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